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of previous agreements as to title. *Davis v. Lee*, 52 Wash. 330, 100 Pac. 752; *Read v. Loftus*, 82 Kan. 485, 108 Pac. 850; and *cf. Slocum v. Bracy*, 55 Minn. 249, 56 N. W. 826. And the Pennsylvania cases, which this decision follows, go still further and hold that promises of good title are collateral in their nature and survive the acceptance of the deed, in so far as they have not been embodied in it. *Close v. Zell*, 141 Pa. 390, 21 Atl. 770; *Lehman v. Paxton*, 7 Pa. Super. Ct. 259. This seems an unsupportable departure from a rule long recognized as tending to prevent fraud and uncertainty and seems particularly objectionable when, as in the principal case, the presence of one covenant as to title appears by implication to exclude all others.

WAR — PRIZE — SHIPOWNER'S RIGHT TO FREIGHT IN TRADE WITH THE ENEMY. — The cargo of a British vessel while *en route* for Germany was seized at the outbreak of the war, and later condemned as prize. *Held*, that the owners are entitled to freight *pro rata itineris* completed at the time of seizure. *The Juno*, 50 L. J. 29 (Adm. Ct.).

Since freight is not due until delivery, a shipowner cannot ordinarily recover his freight if he has failed to deliver the cargo at the port of destination. *Osgood v. Groning*, 2 Camp. 466; *The Mary Riley v. Three Thousand Railroad Ties*, 38 Fed. 254. And if the owner of the cargo voluntarily accepts the goods at some other port he will become liable only for the freight *pro rata itineris*. *Luke v. Lyde*, 2 Burr. 882. See *Osgood v. Groning*, *supra*, 470. However, when a neutral vessel carrying enemy goods is detained and the goods are condemned, the shipowner can recover the full freight to the original port of destination. *The Hoop*, 1 C. Rob. 196. See Note, 3 C. Rob. 304; *CONSOLAT DEL MAR*, 3 TWISS, BLACK BOOK OF THE ADMIRALTY, p. 539. This rule seems to be based on the idea that the captor takes the place of the enemy consignee in all respects, and that the capture therefore amounts to delivery. See *The Copenhagen*, 1 C. Rob. 289, 291. It would also be unjust to deprive the neutral vessel of the freight which she was entitled to earn, since neutral vessels may rightfully engage in commerce with belligerents. But the subjects of belligerent nations lose the right to engage in trade with the enemy immediately on the declaration of war. See 2 WESTLAKE, INTERNATIONAL LAW, 2 ed., pp. 48 *ff.* When war was declared, therefore, the shipowner in the principal case lost the right to earn freight by the transportation of enemy goods. But until then he seems to be in much the same position as a neutral shipowner, and the rule awarding him freight *pro rata itineris* seems reasonable and just.

BOOK REVIEWS

THE RIGHTS AND REMEDIES OF CREDITORS RESPECTING THEIR DEBTOR'S PROPERTY. By Garrard Glenn. Boston: Little, Brown, and Company. 1915. pp. xlvī, 461.

This volume contains the substance of a course of lectures delivered at the Columbia Law School. The aim of the lectures and of the book is to collect and harmonize various statutes and doctrines relating to the general subject of the realization of claims by a creditor from the property of his debtor.

This object is a commendable one, and the author has little rivalry in the attempt that he has made. Books on fraudulent conveyances, for instance, say little or nothing about bankruptcy. Even the largest books on bankruptcy have very fragmentary and inadequate treatment of the general subject of